

Return to:  
Sharon K. Anderson, Attorney  
46 Timber Creek Drive  
Cordova, TN 38018

1/29/09 9:43:11  
BK 2,987 PG 325  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

### Trust Deed Release

1/29/09 9:43:19  
P BK 130 PG 254  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

WHEREAS, by the hereinafter described trust deed heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Greg Wingo, as Trustee for the purpose of securing the payment and indebtedness evidenced by note(s) fully described in such trust deed; and

WHEREAS, all of the note(s) described in and secured by trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, said trust deed is briefly described as follows, to-wit:

GRANTOR:

Mutual Investment A General Partnership

DATE OF INSTRUMENT:

JANUARY 08, 2007

INSTRUMENT NO(S):

On 1/29/07 Book 2,651 Page 65  
Re-recorded on 4/16/07 Book 2,700 Page 65  
Assignment of Rents and Leases on 5/29/07 Book 120 Page 204

DESCRIPTION OF PROPERTY: Lot 65, Section A, Parcel 5, Central Park Neighborhood PUD, Section 29, Township 1 South, Range 7 West, as shown on Plat of record in Plat Book 69, Page 24, in the DeSoto County Chancery Court Clerk's Office, to which Plat reference is hereby made for a more particular description of said property.

Property Address: 1105 Parkview Circle N., Southaven, MS 38671

NOW THEREFORE, in consideration of the premises, the undersigned First Capital Bank legal owner and holder of the notes secured by said trust deed acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claims and conveys unto said grantor(s), its heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a more particular description of said property.

The undersigned, First Capital Bank, covenants with the said grantor that it is the legal owner and holder of the note(s) described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said First Capital Bank has hereunto caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do this the 12th day of September 2008.

First Capital Bank

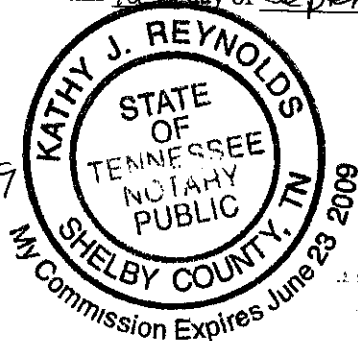
By:

Title: Executive Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Greg Wingo with whom I am personally acquainted, the Executive Vice President of First Capital Bank, the within named bargainor, a corporation, and that he/she as such Executive Vice President authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as Executive Vice President.

WITNESS my hand and seal at office this 12th day of September, 2008.



MY COMMISSION EXPIRES: 6-23-09

Kathy J. Reynolds  
NOTARY PUBLIC